



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA  
Department of General Services - Office of Procurement  
**PURCHASE ORDER**

Page 1

Purchase Order No. Rev. Date  
62397 8/19/2009

Supplier No. 775782	Solicitation No. 57470	Delivery Date As Specified	FOB Point Destination	Invoice Terms NET 45
<b>S</b> DEPT CHILD SUPPORT SERVICE <b>h T</b> CONTRACTS/PROCUREMENT SEC <b>i o</b> 11150 INTERNATIONAL DR <b>P</b> RANCHO CORDOVA, CA 95742 Attn: MEG O'DETTE		<b>C</b> CHILD SUPPORT SVCS A-27 <b>h a T</b> CONTRACTS/FISCAL SUP UNIT <b>r o</b> PO BOX 419064 MS 22 <b>g e</b> RANCHO CORD CA 95741-9064		
Agency Billing 67900		Agency Purchase Estimate 40026209		Purchase Estimate Revision 67596 0
Agency Contact SHAUNA LADD		Phone 916-464-5363		Date Received

CUSHMAN COMPUTER CONSULTING  
INC.  
221 BAYVIEW DRIVE  
SAN RAFAEL, CA 94901  
Attn: KEN CUSHMAN

Phone: 415-287-0203

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p><u>TERMS AND CONDITIONS:</u></p> <p>THE ATTACHED STATEMENT OF WORK CONSISTING OF NINE (9) PAGES IS PART OF THIS AGREEMENT.</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <p>1. IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007 <a href="http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf">http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf</a></p> <p>2. IT Software License Special Provisions (Effective 01/21/2003) <a href="http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial1012103.pdf">http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial1012103.pdf</a></p>						
1	1	EA	9091-250-0071-1	HARDWARE SUPPORT (AS DESCRIBED) SAT SOFTWARE SUPPORT AND MAINTENANCE	211,650.0000	211,650.00
Total Value:						211,650.00
<p><u>NOTE:</u></p> <p>Electronic download only. There will be no tax charged against this Purchase Order.</p>						

Sales and/or use tax to be extra unless noted above

Buyer Marty Zubeidi MARTY ZUBEIDI	Phone 916-375-4435	BOC Number
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**Department of General Services - Office of Procurement**

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Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62397		8/19/2009	775782	CUSHMAN COMPUTER CONSULTING

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p><u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u></p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (<a href="https://www.scprs.dgs.ca.gov">https://www.scprs.dgs.ca.gov</a>). The Registration Number is: eP 1025623</p>						

**DEPARTMENT OF CHILD SUPPORT SERVICES  
CONTRACTS/PROCUREMENT DIVISION**

**STATEMENT OF WORK**

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**SAT SOFTWARE SUPPORT AND MAINTENANCE RENEWAL**

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This Statement of Work ("Agreement") reflects the services to be provided by Cushman Computer Consulting, Inc., hereinafter referred to as the "Contractor," for the Department of Child Support Services, hereinafter referred to as the "State."

**SCOPE OF WORK**

1. California's Local Child Support Agencies (LCSAs) [also known as counties/customers] are required to perform legal audits. Cushman Computer Consulting, Inc. ("C3" or "Contractor") developed a Child Support interest and audit accounting tool, known as the Statewide Audit Tool (SAT), that allows the LCSAs to perform audits consistently throughout the State. The SAT is used by all LCSAs.
2. C3 shall provide the Department of Child Support Services (DCSS) software support and maintenance for SAT to California's 58 counties for one (1) year as described here.
3. The services shall be performed as required at the LCSAs' and the Contractor's office.
4. The services for software support and maintenance shall be provided Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding state furlough days, if applicable, state or county holidays.
5. The Contract Managers during the term of this agreement will be as follows:

State Agency:	Department of Child Support Svs.	Contractor:	Cushman Computer Consulting, Inc.
Section/Unit:	Technology Services Division	Section/Unit:	
Attention:	Lawrence Troxler	Attention:	Ken Cushman
Address:	P.O. Box 419064 MS-40 Rancho Cordova, CA 95741-9064	Address:	221 Bayview Drive San Rafael, CA 94901
Phone:	(916) 464-3268	Phone:	(415) 287-0203
Fax:	(916) 464-5335	Fax:	(415) 931-9347
E-mail	<a href="mailto:lawrence.troxler@dcss.ca.gov">lawrence.troxler@dcss.ca.gov</a>	E-mail	<a href="mailto:ken@cushmancc.com">ken@cushmancc.com</a>

6. The following is a description of Contractor's responsibilities:

A. Maintenance Status

- 1) Contractor shall provide an initial maintenance schedule for the SAT.

- 2) Contractor shall provide status updates regarding maintenance for the SAT.

**B. Help Desk Support**

- 1) Users from the DCSS and the LCSAs may contact the Contractor's Help Desk by via email at [support@cushmancc.com](mailto:support@cushmancc.com) during regular business hours, Monday through Friday, 8:00 am to 5:00 pm, excluding County holidays.
- 2) The Contractor's Help Desk shall respond within 24 hours upon receipt of a customer's inquiry. The Contractor's Help Desk shall provide either a resolution, or if the inquiry requires further research, the Help Desk shall tell the customer that additional analysis is required and shall provide the customer with an estimated time when the issue will be resolved.
- 3) Contractor shall maintain a log to document problems and resolutions. This log shall be submitted monthly to DCSS. The log shall include at least the following information:
  - Date and time the problem/issue identified
  - Requestor (name and county) who identified the problem
  - Problem description
  - Problem resolution

**C. Software Maintenance**

- 1) Contractor shall ensure the SAT application software is maintained and updated to meet changing information requirements to fix problems and adapt the software as needed by customers.
2. Emergency Modifications – Only application defects or “emergency fixes” may be performed by the Contractor without prior DCSS approval. The Contractor shall contact the DCSS Contract Manager or designee, as soon as possible on any emergency fixes to the application via telephone call with a confirming follow-up e-mail.

**D. Deliverables**

Task	Task Description	Deliverable	Due Date
1	Task Management	1.1 Monthly Status Reports (MSR)	Monthly, within ten (10) State business working days of the following month.
2	Software Maintenance	2.1 Initial Maintenance Schedule 2.2 All Software Maintenance Updates	Included in MSR. Included in MSR
3	Help Desk Support	3.1 Problem/Resolution Log	Included in MSR.

E. Deliverable Acceptance Requirements

1) Document Format

All deliverables shall be provided in hardcopy and electronic form using the appropriate Microsoft Office format. This applies to word processing documents, spreadsheets, presentations, and databases. The delivery of electronic media shall be compatible with DCSS electronic storage systems

2) Monthly Reporting

DCSS shall provide the MSR template to the Contractor within three (3) State business days of contract execution. The Monthly Status Reports (MSR) shall be submitted monthly to DCSS, within ten (10) State business working days of the following month. Each month, the Contractor must submit an MSR of the previous month's activities that includes the following: a) Activities planned and completed; b) Activities planned, but not completed, and the reasons why activities were not completed; c) Any completed or ongoing unplanned activities; d) Activities planned for the next month.

3) Number of Copies and Delivery

Two printed copies and one electronic copy of all deliverables will be submitted with the Deliverable Transmittal Sheet. Each deliverable must have its own Deliverable Transmittal Sheet. C3 shall send the softcopy with a Deliverable Transmittal Sheet, to: [deliverable.coordinator@dcss.ca.gov](mailto:deliverable.coordinator@dcss.ca.gov)

Printed deliverables must be mailed immediately after electronic submission to:

Department of Child Support Services  
Technology Services Division, MS-40  
ATTN: Deliverable Coordinator  
P. O. Box 419064  
Rancho Cordova, CA 95741-9064

**PERIOD OF PERFORMANCE**

The term of this Agreement will be effective the date the Purchase Order is signed for twelve (12) months.

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the DCSS agrees to compensate the Contractor in twelve (12) fixed equal monthly payments in accordance with the attached Exhibit B.1, Statewide Audit Tool Maintenance Costs.
- B. Invoices shall include the Agreement Number and shall be submitted as one original with three copies. Invoices shall not be submitted more frequently than monthly in arrears to:

California Department of Child Support Services  
Administrative Services Division  
ATTN: Contracts Fiscal Support Unit, MS-22  
P. O. Box 419064  
Rancho Cordova, CA 95741-9064

**2. STATE BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: 1) Cancel this Agreement with no liability occurring to the State, or 2) Offer an agreement amendment to Contractor to reflect the reduced amount.

**3. CONTRACTS WITH FEDERAL FUNDS**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the term of this Agreement makes sufficient funds available to the State of California for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
- D. DCSS has the option to void the Agreement with a 30-day cancellation notice or to amend the Agreement to reflect any reduction of funds.

4. **PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5, (commencing with Section 927).

5. **TAXES**

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

6. **MONTHLY BILLING**

Invoices shall be submitted to DCSS within the first fifteen (15) calendar days following performance of the monthly service or completion of task as stated in Exhibit A, Scope of Work. A signed certification by an authorized Contractor owner/representative must be submitted with the invoice attesting to the accuracy of the data in the invoice.

7. **TRAVEL**

The Contractor shall not be compensated for travel as there is no travel associated with this contract.

8. **FINAL BILLING**

Final billing for services must be received by DCSS within 90 days following the end of the agreement.

**Statewide Audit Tool Maintenance Costs  
Caseload Breakdown**

<u>County</u>	<u>Annual Total</u>	<u>Months</u>	<u>Monthly Charges</u>
Alpine	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Amador	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Colusa	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Inyo	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Mariposa	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Modoc	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Mono	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Plumas	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Trinity	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Lassen	N/A		<i>less than 2,500 caseload; therefore, no charge</i>
Calaveras	\$ 850.00	12	\$ 70.83
Glenn	\$ 850.00	12	\$ 70.83
Del Norte	\$ 850.00	12	\$ 70.83
San Benito	\$ 850.00	12	\$ 70.83
Marin	\$ 850.00	12	\$ 70.83
Tuolumne	\$ 850.00	12	\$ 70.83
Siskiyou	\$ 850.00	12	\$ 70.83
Sierra/Nevada	\$ 850.00	12	\$ 70.83
Tehama	\$ 850.00	12	\$ 70.83
Mendocino	\$ 850.00	12	\$ 70.83
Napa	\$ 850.00	12	\$ 70.83
Lake	\$ 850.00	12	\$ 70.83
Sutter	\$ 850.00	12	\$ 70.83
San Luis Obispo	\$ 850.00	12	\$ 70.83
Madera	\$ 850.00	12	\$ 70.83
Humboldt	\$ 1,275.00	12	\$ 106.25
Yuba	\$ 1,275.00	12	\$ 106.25
Kings	\$ 1,275.00	12	\$ 106.25
Placer	\$ 1,275.00	12	\$ 106.25
Santa Cruz	\$ 1,275.00	12	\$ 106.25
Yolo	\$ 1,275.00	12	\$ 106.25
Yuba	\$ 1,275.00	12	\$ 106.25
El Dorado	\$ 1,275.00	12	\$ 106.25
Imperial	\$ 2,550.00	12	\$ 212.50
San Mateo	\$ 2,550.00	12	\$ 212.50
Santa Barbara	\$ 2,550.00	12	\$ 212.50
Shasta	\$ 2,550.00	12	\$ 212.50
Butte	\$ 2,550.00	12	\$ 212.50
Merced	\$ 2,550.00	12	\$ 212.50
Sonoma	\$ 2,550.00	12	\$ 212.50
Monterey	\$ 2,550.00	12	\$ 212.50
Solano	\$ 2,550.00	12	\$ 212.50
San Francisco	\$ 4,250.00	12	\$ 354.17
Stanislaus	\$ 4,250.00	12	\$ 354.17
Tulare	\$ 4,250.00	12	\$ 354.17



Ventura	\$	4,250.00	12	\$	354.17
San Joaquin	\$	4,250.00	12	\$	354.17
Alameda	\$	4,250.00	12	\$	354.17
Contra Costa	\$	4,250.00	12	\$	354.17
Kern	\$	4,250.00	12	\$	354.17
Fresno	\$	8,500.00	12	\$	708.34
Santa Clara	\$	8,500.00	12	\$	708.34
Orange	\$	12,750.00	12	\$	1,062.50
Riverside	\$	12,750.00	12	\$	1,062.50
Sacramento	\$	12,750.00	12	\$	1,062.50
San Bernardino	\$	17,000.00	12	\$	1,416.67
San Diego	\$	17,000.00	12	\$	1,416.67
Los Angeles	\$	42,500.00	12	\$	3,541.67
<b>Total</b>	<b>\$</b>	<b>211,650.00</b>		<b>\$</b>	<b>17,637.50</b>

## **SPECIAL TERMS AND CONDITIONS**

### **1. TERMINATION WITHOUT CAUSE**

This Agreement may be terminated without cause by DCSS upon 30 days written notice to the other party.

- A. Both parties will accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate State and Federal audit agencies that are directly related to the services to be performed under this Agreement. In addition, each party agrees to pay to the other the amount of the State's liability to the Federal Government which results from that party's failure to perform the services or comply with the conditions required by this Agreement and identified by said audit exception.
- B. Contractor agrees to comply with federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

### **2. AMENDMENT CLAUSE**

This Agreement may be amended by the State with thirty (30) days advance written notice to Contractor.

### **3. DISPUTE PROVISIONS**

- A. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
  - 1) The decision under dispute;
  - 2) The reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - 3) Identification of all documents and substance of all oral communication which support Contractor's position; and
  - 4) Dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within fifteen (15) calendar days. The decision of the representative shall contain the following information:
  - 1) Description of the dispute;
  - 2) Reference to pertinent contract provisions, if applicable;

- 3) Statement of the factual areas of agreement or disagreement; and,
  - 4) Statement of the representative's decision with supporting rationale.
- C. The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative's decision, Contractor files with the California Department of Child Support Services a notice of appeal addressed to:

California Department of Child Support Services  
Administrative Services Division, MS-22  
Attention: Chief, Contracts Section  
P.O. Box 419064  
Rancho Cordova, CA 95746-9064

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**4. CONFIDENTIALITY OF DATA**

All financial, personal, technical and other data/information designated as confidential by the State and made available to the Contractor shall be protected by the Contractor from unauthorized use and disclosure. Contractor shall ensure that all staff comply with California Family Code §17212 and Title 22 of the California Code of Regulations, §111430 and §111440.

**5. CONTRACT LANGUAGE FOR GENERAL SERVICES**

The Contractor agrees to comply with and assume responsibility for compliance by his or her employees of the terms and conditions of the Contract Language for General Services contained in Internal Revenue Services (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities*. The Contract Language for General Services is found within the IRS Publication 1075 at the following website:  
<http://www.irs.gov/pub/irs-pdf/p1075.pdf>.